

Thomas J. Hatem Memorial Bridge (US 40)
E-ZPass Plan
Choice A – Hatem Bridge Only
Two-Axle Vehicles Only



02/2012

PART 1. APPLICANT'S INFORMATION (as it appears on your driver's license)						Personal Identification Number (PIN) *See Note Below			
Last Name		First Name <input type="checkbox"/> Mr. <input type="checkbox"/> Ms.		MI	Suffix				
Mailing Address						Apt.			
City	State	Zip	Daytime Phone		Evening Phone		Cell Phone		
Driver's License #	DL State	Date of Birth / /	Email Address						
Additional Contact for Account (This individual will be allowed to access and make changes on account, including closing the account.)									
Last Name		First Name		MI	Suffix				
Challenge Question (Please select ONE challenge question and provide the answer. The challenge question is used for account verification purposes when speaking to representatives by telephone or at an E-ZPass Maryland Stop-in Center). <input type="checkbox"/> First school attended? <input type="checkbox"/> First school teacher? <input type="checkbox"/> Favorite pet's name? <input type="checkbox"/> Place of birth? <input type="checkbox"/> City you grew up in? Answer:									

* Note: You must select a 4-digit PIN to access your account online or use the automated telephone system.

PART 2. VEHICLE INFORMATION List a vehicle for each E-ZPass Maryland transponder requested and list any other vehicles that may use the transponder(s). Transponders are transferable among two-axle vehicles.									
License Plate Number As Shown on Registration Card (Please print clearly)						State	Year	Make	Model

PART 3. PRE-OWNED TRANSPONDERS AND PAYMENT CALCULATION										
Pre-Owned E-ZPass Maryland Transponders Enter in the space below, your Pre-Owned E-ZPass Maryland transponder number(s) (this number can be found on the front of the transponder below the barcode and begins with 016). If you do not have Pre-Owned E-ZPass Maryland transponders, please proceed to the next box to the right. <table border="1"><tr><td>016</td><td>016</td></tr><tr><td>016</td><td>016</td></tr></table>	016	016	016	016	Hatem Bridge Choice A Cost Calculation Enter in Box 1 the total number of transponder(s) you are requesting to have the Hatem Bridge Only Choice A E-ZPass Plan applied. Multiply the number in Box 1 by \$10 and enter the total in the Total Payment Box. <table border="1"><tr><td>Box 1</td><td>X</td><td>\$10</td><td>=</td><td>Total Payment</td></tr></table>	Box 1	X	\$10	=	Total Payment
016	016									
016	016									
Box 1	X	\$10	=	Total Payment						

PART 4. PAYMENT METHOD (Check one option)	
<input type="checkbox"/> Option 1 – Credit Card Credit Card Number ____/____/____/____ Expiration Date ____/____ Month Year Credit Card Type (Check One): <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover I authorize E-ZPass Maryland to charge my credit card immediately for the total amount shown in the Total Payment box above.	<input type="checkbox"/> Option 2 – Check, cash or money order Make checks payable to E-ZPass Maryland . Cash payments must be made in person at an E-ZPass Maryland Stop-in Center.

PART 5. CUSTOMER AGREEMENT FOR HATEM BRIDGE CHOICE A PLAN	
<p>By completing this application, making any required payment, and by signing below, I agree to comply with the E-ZPass Maryland Hatem Bridge Only Choice A E-ZPass Plan Terms and Conditions established for the use of E-ZPass. I understand that all transponder(s) with this Hatem Bridge Only Choice A Plan will ONLY be valid at the Hatem Bridge and NO other E-ZPass facility. If I travel through any other E-ZPass Maryland facility with my transponder, I will be responsible for the applicable Video Toll Rate and any additional fees incurred for each transaction. I understand that my transponder must be properly mounted and read at the Hatem Bridge; otherwise, I will be responsible for the applicable Video Toll Rate. This plan applies to two-axle vehicles only and provides unlimited trips for one year from the date of purchase. I further understand that I must renew the plan annually for it to remain in effect. I may visit an E-ZPass Maryland Stop-in Center or renew online at www.ezpassmd.com. This plan is subject to a flat annual fee. There are NO additional account fees, prepaid toll deposits or statements associated with this plan.</p> <p>E-ZPass Applicant Signature Required _____ Date _____</p>	



E-ZPass® MARYLAND
THOMAS J. HATEM MEMORIAL BRIDGE (US 40)
E-ZPASS CHOICE A PLAN
ACCOUNT TERMS AND CONDITIONS

These terms and conditions, together with your *E-ZPass* Maryland Thomas J. Hatem Memorial Bridge/US 40 ("Hatem Bridge") Only, Choice A, *E-ZPass* Plan Application ("Application"), constitute your *E-ZPass* Maryland Agreement ("Agreement") for the Hatem Bridge only, which is owned and operated by the Maryland Transportation Authority ("MDTA"). Please read these terms and conditions and retain for your records. When you open your *E-ZPass* Maryland Hatem Bridge Only, Choice A, *E-ZPass* Plan Account ("Account" or "Hatem Bridge Only Choice A *E-ZPass* Plan"), you are agreeing to the following:

I. GENERAL CONDITIONS

- a) The Hatem Bridge Only Choice A *E-ZPass* Plan Account is limited to two-axle vehicles only. Vehicles with three or more axles will be required to pay applicable tolls.
- b) Failure to comply with this Agreement may result in any or all of the following: unpaid toll transactions, suspension of your Account, Account closure, additional fees, fines, non-renewal or suspension of your motor vehicle registration and referral to the State of Maryland Central Collection Unit ("CCU").
- c) You shall not assign the obligations or benefits of this Agreement to anyone else.
- d) You are responsible for maintaining your Account.
- e) You must approach and pass through *E-ZPass* toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension of your Account or Account closure.
- f) In staffed toll lanes, you shall come to a complete stop and proceed only on a green signal unless otherwise directed, even if your vehicle is equipped with an *E-ZPass* transponder.
- g) You shall comply with all applicable traffic laws, regulations, signs, signals and directions of MDTA employees, agents and law enforcement officers.
- h) *E-ZPass* Maryland may deny any Application at any time because of outstanding unpaid tolls and fees or the submission of false information.
- i) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on MDTA property. You expressly understand that the MDTA monitors the use of transponders for the purpose of toll collection, traffic monitoring and detecting violations of this Agreement.

II. YOUR ACCOUNT

- a) **You agree to inform *E-ZPass* Maryland of any changes to your Account. Failure to keep your Account up-to-date may result in unpaid tolls and additional fees. The following information must be kept current:**
 - 1. Name(s) on the Account;
 - 2. Address;
 - 3. Telephone number;
 - 4. E-mail address;
 - 5. Vehicle information (license plate number and State, make, model, and year);
 - 6. Driver's license number and state of issuance.
- b) You may have up to four (4) transponders and ten (10) vehicles registered on your Hatem Bridge Only Choice A *E-ZPass* Plan Account.
- c) You are not required to maintain a prepaid toll deposit. However, you are required to pay a flat annual fee to maintain your Account. There is no monthly account maintenance fee associated with the Hatem Bridge Only Choice A *E-ZPass* Plan Account.
- d) You will not receive an Account statement. A renewal notice will be mailed to you 45 days prior to your annual renewal date followed by a reminder notice, which will be mailed 15 days prior to the renewal date. Failure to renew your Account will result in unpaid toll transactions if the transponder is used after the expiration date of the Hatem Bridge Only Choice A *E-ZPass* Plan.

- e) You agree that sending information via mail or email to the address on your Application or to an address that you subsequently provide to *E-ZPass* Maryland constitutes notice to you of the tolls, fees or charges owed, changes to account terms and conditions, and of any determination by *E-ZPass* Maryland of any submitted dispute of tolls and fees.

III. ACCOUNT AGREEMENT MODIFICATIONS

E-ZPass Maryland may change the terms and conditions of this Agreement at any time with advance notice. These terms and conditions will be effective on February 1, 2012. If you do not agree to accept the new terms and conditions, you must close your Account prior to the effective date of the new terms and conditions. The invalidity of any of the terms and conditions of this Agreement shall not affect the enforceability of any other terms and conditions of this Agreement, which shall remain in full force and effect.

IV. ABOUT YOUR TRANSPONDER(S)

- a) **You agree to correctly mount, display and use the transponder in accordance with the instructions provided by *E-ZPass* Maryland.** Do not mount the transponder in any location that could interfere with your visibility or ability to operate your vehicle. Failure to mount the transponder correctly may hinder transponder identification and result in an unpaid toll transaction, which will be sent to you on a Notice of Toll Due and you will be charged the Video Toll Rate, which can be found online at ezpassmd.com by selecting the Toll Rate Calculator. Effective November 1, 2011, Video Toll Rates are 150% of the cash toll rate.
- b) Your transponder is valid only at the Hatem Bridge. If you attempt to use the transponder at any other Maryland Facility, it will result in an unpaid toll transaction, which will be sent to you on a Notice of Toll Due and you will be charged the Video Toll Rate. Further, your transponder is **not** valid outside of Maryland. If you attempt to use the transponder outside of Maryland, you will be issued a violation notice from that state in accordance with their laws.
- c) Effective February 1, 2013, a nonrefundable fee will be charged for each transponder issued to your new Account or to an existing *E-ZPass* Maryland Account, unless you are using a previously owned transponder, in which case no fee will be charged.
- d) A defective transponder may be replaced with a similar unit within the transponder's warranty period if the transponder has not been damaged, defaced, or improperly used as determined by *E-ZPass* Maryland. However, if *E-ZPass* Maryland determines the transponder has been damaged, defaced, or improperly used, a nonrefundable fee will be charged for a replacement transponder. The warranty period begins on the date of issuance of the transponder to the first owner and is based upon the transponder's model.
- e) You may use the transponder only with the vehicle(s) specifically registered on your Account.
- f) You must surrender the transponder(s) immediately upon request by *E-ZPass* Maryland personnel or law enforcement officers and in accordance with Section VII. Unpaid Toll Transactions.
- g) Transactions in which the transponder is not read will result in an unpaid toll transaction, which will be sent to you on a Notice of Toll Due and you will be charged the Video Toll Rate.
- h) If your transponder is lost or stolen and a replacement transponder is requested, a nonrefundable transponder fee will be charged for the replacement.
- i) If you no longer wish to use a transponder issued to your Account, you may return the transponder to *E-ZPass* Maryland for proper disposal. If you are returning your transponder and closing your Account, refer to Section IX. Termination of this Agreement for voluntary Account closure instructions.

V. ACCOUNT PAYMENTS

- a) You must pay an annual Hatem Bridge Only Choice A *E-ZPass* Plan renewal fee to maintain your Account.
- b) You may choose to renew your Account in one of the following ways:
 1. By credit card. You may authorize *E-ZPass* Maryland to charge your credit card online at **ezpassmd.com**, at an *E-ZPass* Maryland Stop-in Center, by telephone, or by mail;
 2. By check or money order made payable to **E-ZPass Maryland**. Your payment may be sent by mail or made at an *E-ZPass* Maryland Stop-in Center; or
 3. By cash payment in U.S. dollars in person at an *E-ZPass* Maryland Stop-in Center. DO NOT SEND CASH BY MAIL OR LEAVE CASH IN A DROP BOX.
- c) A returned check fee will be charged for each check returned to *E-ZPass* Maryland unpaid by your bank. (See Section XV. Schedule of Fees.)

VI. DISCOUNT PLANS

All transponders on a Hatem Bridge Only Choice A *E-ZPass* Plan apply only to two-axle vehicles and are valid only at the Hatem Bridge. This discount plan must be annually renewed. If the transponder is not read, it will result in an unpaid toll transaction, which will be sent to you on a Notice of Toll Due and you will be charged the Video Toll Rate, which is 150% of the cash toll rate. Other *E-ZPass* Maryland discount plans are **not** available on the Hatem Bridge Only Choice A *E-ZPass* Plan.

VII. UNPAID TOLL TRANSACTIONS

- a) Unpaid toll transactions will occur:
 1. When the transponder is used, and the Account has been suspended, closed or not renewed;
 2. When the transponder is used after it has been reported lost or stolen;
 3. When the transponder is not read for any reason, including improper mounting to your vehicle; or
 4. When the transponder is used at an *E-ZPass* Maryland facility other than the Hatem Bridge.
- b) Unpaid toll transactions:
 1. Will be sent by mail to the registered owner of the vehicle on a Notice of Toll(s) Due;
 2. Will be charged to the registered owner of the vehicle;
 3. Will be charged the Video Toll Rate for the vehicle class for each unpaid toll transaction;
 4. May incur administrative fees for each unpaid toll transaction;
 5. May be assessed civil penalties allowed by law for each unpaid toll transaction;
 6. May result in suspension or closure of your Account, at which time you will be required to stop using the transponder(s) and should begin paying cash for your toll usage;
 7. May result in the MDTA instructing the Motor Vehicle Administration ("MVA") to not renew or to suspend the vehicle registration for non-payment or chronic unpaid toll transactions. The MVA charges the registered owner an additional administrative fee for each suspension or non-renewal; and
 8. May result in the MDTA referring the registered owner to CCU for collection of unpaid tolls and fees. CCU assesses a collection fee in addition to the amount referred for collection.

VIII. DISPUTES

You hereby authorize *E-ZPass* Maryland to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your transponder or Account.

IX. TERMINATION

- a) In order to terminate this Agreement and voluntarily close your Account, you may:
 1. Access your *E-ZPass* Maryland Account at **ezpassmd.com** and submit a request stating your intent to close your Account and terminate this Agreement;
 2. Send a written request stating your intent to close your Account and terminate this Agreement;
 3. Visit an *E-ZPass* Maryland Stop-in Center and request to close your Account and terminate this Agreement; or

4. Contact the *E-ZPass* Maryland Customer Service Center at 1-888-321-6824 and request to close your Account and terminate this Agreement.
- b) Additionally, you **shall**:
 1. Pay all amounts owed to *E-ZPass* Maryland, including:
 - a. Unpaid tolls and fees; and
 - b. Other Account related fees, as applicable.
 2. Stop using your Account as it is no longer valid.
- c) The Hatem Bridge Only Choice A *E-ZPass* Plan Account annual fee is not eligible for a refund.
- d) *E-ZPass* Maryland may terminate this Agreement and close your Account at any time and for any reason, including inactivity.
- e) You may return your transponder(s) to *E-ZPass* Maryland for proper disposal since it contains a lithium battery. If you do not return your transponder to *E-ZPass* Maryland for proper disposal, you are responsible for consulting federal, state and local waste regulations to determine appropriate disposal options.

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

XI. COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by *E-ZPass* Maryland and all entities providing *E-ZPass* services to collect any funds, including CCU and MVA fees, due under the terms of this Agreement.

XII. NON-DISCLOSURE

E-ZPass Maryland respects the right of privacy and confidentiality of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of *E-ZPass* and the entities providing *E-ZPass* services.

XIII. DISCLAIMER

You acknowledge that *E-ZPass* Maryland and all entities providing *E-ZPass* services have not made, and expressly disclaim any representation or warranty, expressed or implied, relating to the transponder including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that *E-ZPass* Maryland and all entities providing *E-ZPass* services will have no obligation or liability whatsoever to you with respect to your use or the performance of the transponder. You agree to indemnify and hold harmless *E-ZPass* Maryland and all entities providing *E-ZPass* services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the transponder.

XIV. INQUIRIES AND CORRESPONDENCE

Please send all correspondence, inquiries, payments and transponder returns to: *E-ZPass* Maryland Service Center, P.O. Box 17600, Baltimore, Maryland 21297-7600. A complete list of *E-ZPass* Maryland Stop-in Center locations and hours is available at **ezpassmd.com**. The *E-ZPass* Maryland Customer Service Center's toll free number is 1-888-321-6824.

XV. SCHEDULE OF FEES

Annual Plan Fee: \$10.00 per transponder.
Effective July 1, 2013, the Annual Plan Fee increases to \$20.00
Effective February 1, 2013, the Transponder Fee is \$9.00.
Returned Check Fee: \$25.00
Administrative Fee: \$25.00
Civil Penalty: \$50.00
All fees are subject to change without notice.

Effective: February 1, 2012